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BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

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| In re Application of: | : | Before the Examiner: |
| Borenstein et al. | : | Danneman, Paul |
| | : | |
| Serial No.: 10/730,598 | : | Group Art Unit: 3627 |
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| Filing Date: December 8, 2003 | : | |
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| Title: REFERENTIAL | : | IBM Corporation |
| INTERFACE TO ENABLE | : | Dept. T81/Bldg. 503 |
| COMMERCIAL INTERACTION | : | P.O. Box 12195 |
| BETWEEN ENTITIES | : | 3039 Cornwallis Road |
| | : | Research Triangle Park, NC 27709 |

APPEAL BRIEF

Mail Stop Appeal Brief-Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

I. REAL PARTY IN INTEREST

The real party in interest is International Business Machines Corporation, which is the assignee of the entire right, title and interest in the above-identified patent application.

II. RELATED APPEALS AND INTERFERENCES

There are no other appeals or interferences known to Appellants, Appellants' legal representative or assignee which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

III. STATUS OF CLAIMS

Claims 1-14 are pending in the Application. Claims 15-33 were cancelled. Claims 1-14 stand rejected. Claims 1-14 are appealed.

IV. STATUS OF AMENDMENTS

Appellants submitted an amendment (June 10, 2008) following receipt of the final office action (March 10, 2008) where the amendment cancelled claims 15-33.

V. SUMMARY OF CLAIMED SUBJECT MATTER

Independent Claim 1:

In one embodiment of the present invention, a method for providing a referential interface to enable commercial interaction between entities in a computerized marketplace, the method comprising the step of creating a profile document between a first entity and a second entity containing correspondence information for the second entity. Specification, page 10, lines 12-14; Specification, page 10, lines 15-17; Specification, page 10, lines 23-26; Specification, page 11, lines 26-28; Figure 2, element 220. The method further comprises creating a stipulations document associated with the profile document, containing business processes to be followed in the interaction. Specification, page 11, line 28 – page 12, line 2; Figure 3, element 310. Additionally, the method comprises creating a command reference document associated with the stipulations document, referencing commands representing business logic of the second entity in support of the processes. Specification, page 11, lines 28-29; Specification, page 12, lines 1-12; Figure 3, element 320. Further, the method comprises integrating the second entity into the marketplace by deploying the profile document in the computerized marketplace to enable the commercial interaction between the first entity and the second entity. Specification, page 10, lines 15-20; Specification, page 11, lines 22-24.

VI. GROUND OF REJECTION TO BE REVIEWED ON APPEAL

A. Claims 1-3 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Distributor Contract.

B. Claims 4-14 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Distributor Contract in view of Bonneau et al. (U.S. Patent No. 6,978,273) (hereinafter "Bonneau").

VII. ARGUMENT

A. Claims 1-3 are not properly rejected under 35 U.S.C. §103(a) as being unpatentable over Distributor Contract.

The Examiner has rejected claims 1-3 under 35 U.S.C. §103(a) as being unpatentable over Distributor Contract. Appellants respectfully traverse these rejections for at least the reasons stated below.

1. Distributor Contract does not qualify as a prior art reference.

The Distributor Contract is a contractual agreement between Tech Data Corporation and Kofax Image Products where Tech Data Corporation agrees to purchase certain products from Kofax Image Products and where Kofax Image Products agrees to sell certain products to Tech Data Corporation. Independent claim 1 is directed to a method for implementing commercial interaction between entities in a computerized marketplace. As understood by Appellants, the Examiner is citing Distributor Contract as teaching implementing commercial interaction between entities in a computerized marketplace. However, Distributor Contract is not an enabling disclosure in informing the public as to how to implement the commercial interaction between entities in a computerized marketplace. It is well settled that prior art must sufficiently describe the claimed invention to have placed the public in possession of it. *In re Donohue*, 226 U.S.P.Q. 619, 621 (Fed. Cir. 1985); *In re Sasse*, 207 U.S.P.Q. 107, 111 (C.C.P.A. 1980). Even if the claimed invention is disclosed in a printed publication, that disclosure will not suffice as prior art if it is not enabling. *In re Donohue*, 226 U.S.P.Q. at 621; *In re Borst*, 45 U.S.P.Q. 554, 557 (C.C.P.A. 1965), *cert. denied*, 382 U.S. 973, 148 U.S.P.Q. 771 (1966.) Hence, Distributor Contract does not qualify as a prior art reference.

The Examiner in response to Appellants' above arguments cites M.P.E.P. §2121.01 in support of the assertion that a reference contains an "enabling disclosure" if the public was in possession of the claimed invention before the date of invention. Office Action (3/10/2008), page 2. However, Distributor Contract does not contain a description of the claimed invention. It does not explain how to implement the commercial interaction between entities in a computerized marketplace. It is simply a distributor agreement between two companies (Tech Data Corporation and Kofax Image Products). Further, the Examiner cites *In re Donohue*, 226 U.S.P.Q. 619 (Fed. Cir. 1985), for the supposition that one of ordinary skill in the art could have made the claimed invention by using the knowledge of one of ordinary skill in the art in combination with the Distributor Contract. *Id.* However, the Examiner has not provided any evidence to support such an assertion. The Examiner has not discussed what knowledge one of ordinary skill in the art is alleged to possess. Neither has the Examiner explained how this "knowledge" in combination with the Distributor Contract results in a description of the claimed invention. Accordingly, Appellants kindly request the Board to hold that the Distributor Contract is not a prior art reference and that claims 1-14 are allowed.

2. Distributor Contract does not teach at least the following claim limitations.

a. Claim 1 is patentable over Distributor Contract.

The Examiner cites to Article VII, Section 7.7 of Distributor Contract as teaching "creating a profile document between a first entity and a second entity containing correspondence information for said second entity" as recited in claim 1. Office Action (3/10/2008), page 3. Appellants respectfully traverse.

Distributor Contract instead teaches a notice provision, where each party is informed as to who to give notice to the other party. Article VII, Section 7.7. This is not the same as creating a profile document. The pending claims must be given their broadest reasonable interpretation consistent with the specification. *In re Hyatt*, 211

F.3d 1367, 1372, 54 U.S.P.Q.2d 1664, 1667 (Fed. Cir. 2000); M.P.E.P. §2111. The broadest reasonable interpretation of the claims must also be consistent with the interpretation that those skilled in the art would reach. *In re Cortright*, 165 F.3d 1353, 1359, 49 U.S.P.Q.2d 1464, 1468 (Fed. Cir. 1999); M.P.E.P. §2111. A profile document, as discussed in Appellants' Specification, may refer to a customized document (element 220 of Figure 2) that is created by a marketplace administrator and then deployed onto the e-commerce platform. Specification, page 10, lines 15-17. The content of a profile document may contain correspondence information for a particular distributor as well as high level information such as a distributor organization name, a locale and a currency. Specification, page 10, lines 23-26. The Examiner's interpretation of a profile document is not reasonably consistent with the specification or consistent with the interpretation that those skilled in the art would reach. Hence, the Examiner has not presented a *prima facie* case of obviousness for rejecting claim 1. M.P.E.P. §2111.

The Examiner further cites to Articles II, III, IV, V, VI and VII of Distributor Contract as teaching "creating a stipulations document associated with said profile document, containing business processes to be followed in said interaction" as recited in claim 1. Office Action (3/10/2008), page 3. Appellants respectfully traverse.

Article II of Distributor Contract relates to purchase orders. Article III of Distributor Contract relates to delivery and acceptance of products. Further, Article IV of Distributor Contract relates to warranties, indemnities and liabilities. Additionally, Article V relates to payment to Kofax. Article VI relates to termination. Furthermore, Article VII relates to a miscellaneous provision.

There is no language in these Articles that teaches creating a stipulations document. Neither is there any language in these Articles that teaches creating a stipulations document associated with the profile document. Neither is there any language in these Articles that teaches creating a stipulations document associated with the profile document, containing business processes to be followed in the

interaction. Therefore, the Articles of Distributor Contract do not teach the above-cited claim limitation as asserted by the Examiner.

Furthermore, the Examiner's interpretation of a stipulations document is not reasonably consistent with the specification or consistent with the interpretation that those skilled in the art would reach. Appellants' Specification teaches that the profile document points to a stipulations document (see element 310 of Figure 3). Specification, page 11, lines 28-29. Appellants' Specification further teaches that the stipulations document 310 describes the business processes to be followed by the associated distributor in a marketplace. Specification, page 11, line 29 – page 12, line 1. The Examiner's interpretation of a stipulations document is not reasonably consistent with the specification or consistent with the interpretation that those skilled in the art would reach. Hence, the Examiner has not presented a *prima facie* case of obviousness for rejecting claim 1. M.P.E.P. §2111.

Further, the Examiner cites to various articles (e.g., Articles I, II, III, IV, V, VI, VII) of Distributor Contract but does not explain how these articles relate to "creating a command reference document associated with said stipulations document, referencing commands representing business logic of said second entity in support of said processes" as recited in claim 1. Office Action (3/10/2008), pages 6-7. Neither has the Examiner explained how these articles relate to "integrating said second entity into said marketplace by deploying said profile document in said computerized marketplace to enable said commercial interaction between said first entity and said second entity" as recited in claim 1. *Id.*

There is no language in Distributor Contract that teaches creating a command reference document. Appellants' Specification teaches that the profile document points to a stipulations document which itself points to a command reference document (see element 320 of Figure 3). Specification, page 11, lines 28-29. Appellants' Specification further teaches that the business processes described in the stipulations document are implemented by means of commands described in the

command reference document. Specification, page 11, line 29 – page 13, line 2. The Examiner's interpretation of a command reference document is not reasonably consistent with the specification or consistent with the interpretation that those skilled in the art would reach. Hence, the Examiner has not presented a *prima facie* case of obviousness for rejecting claim 1. M.P.E.P. §2111.

Furthermore, there is no language in Distribution Contract that teaches creating a command reference document associated with the stipulations document. Neither is there any language in Distribution Contract that teaches creating a command reference document associated with the stipulations document, referencing commands representing business logic of the second entity in support of the processes. Neither is there any language in Distribution Contract that teaches integrating the second entity into the marketplace by deploying the profile document in the computerized marketplace. Neither is there any language in Distribution Contract that teaches integrating the second entity into the marketplace by deploying the profile document in the computerized marketplace to enable the commercial interaction between the first entity and the second entity.

Hence, there is no language in Distribution Contract that teaches at least the above-cited claim limitations in claim 1.

- b. Claims 2-3 are patentable over Distribution Contract for at least the reasons that claim 1 is patentable over the Distribution Contract.

Claims 2-3 each recite combinations of features of independent claim 1, and thus claims 2-3 are patentable over Distributor Contract for at least the above-stated reasons that claim 1 is patentable over Distributor Contract.

- c. Claim 2 is patentable over Distributor Contract.

In addition to being patentable by virtue of depending from patentable claim 1, claim 2 is also patentable over Distributor Contract because it introduces limitations not taught or suggested by the cited art. The Examiner cites the seven

articles in Distributor Contract as teaching "wherein said step of integrating further comprises the step of using said information from said profile document, said processes from said stipulations document and said commands referenced by said command reference document" as recited in claim 2. Office Action (9/11/2007), page 4; Office Action (3/10/2008), page 7. Appellants respectfully traverse.

As stated above, Article II of Distributor Contract relates to purchase orders. Article III of Distributor Contract relates to delivery and acceptance of products. Further, Article IV of Distributor Contract relates to warranties, indemnities and liabilities. Additionally, Article V relates to payment to Kofax. Article VI relates to termination. Furthermore, Article VII relates to a miscellaneous provision.

There is no language in the description of these articles that teaches using the information from the profile document. Neither is there any language in the description of these articles that teaches using the information from the profile document, the processes from the stipulations document. Neither is there any language in the description of these articles that teaches using the information from the profile document, the processes from the stipulations document and the commands referenced by the command reference document.

Therefore, the Articles of Distributor Contract cited by the Examiner do not teach the above-cited claim limitations.

3. Examiner has not provided a rational underpinning for modifying Distributor Contract.

Most if not all inventions arise from a combination of old elements. *See In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Obviousness is determined from the vantage point of a hypothetical person having ordinary skill in the art to which the patent pertains. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Therefore, an Examiner may often find every element of a claimed invention in the prior art. *Id.* However, identification in the prior art of each individual part claimed is insufficient to defeat patentability of the whole claimed invention. *See Id.* The Examiner must

provide articulated reasoning with some rational underpinning to support the legal conclusion of obviousness. *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006) (cited approvingly in *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007)).

In connection with claim 1, the Examiner states:

Therefore, it would be obvious, to a person of ordinary skill to agree that all the terms and conditions of the profile, stipulations and the command reference documents which describe and document the business relationship between two entities is functionally identical to the scope and contents of the Distributor Contract. Furthermore, it would be obvious to a person of ordinary skill that a contract authorizes one entity to conduct business in a region, without stipulations limiting how that business will be conducted can be interpreted to mean that the grantee of the Distribution Contract is not precluded from conducting their business over a computerized marketplace and/or "bricks-n-mortar" locations. Office Action (9/11/2007), page 3; Office Action (3/10/2008), page 7.

Appellants respectfully traverse. The Examiner has not provided evidence to support these assertions. For example, the Examiner concludes that the scope and contents of Distributor Contract is identical to the profile, stipulations and the command reference documents with no evidentiary support. Further, as understood by Appellants, the Examiner concludes that one of ordinary skill in the art would modify Distributor Contract to include the aspect of a computerized marketplace with no evidentiary support. The Examiner must provide articulated reasoning with some rational underpinning to support the legal conclusion of obviousness. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007). Since the Examiner has not provided such rational underpinning, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 1-3. *Id.*

Further, in connection with claims 2-3, the Examiner asserts that it would be obvious to modify Distributor Contract to include these missing claim limitations with no evidentiary support. Office Action (9/11/2007), pages 3-4; Office Action (3/10/2008), pages 7-8. As stated above, the Examiner must provide articulated

reasoning with some rational underpinning to support the legal conclusion of obviousness. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007). Since the Examiner has not provided such rational underpinning, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 2-3. *Id.*

B. Claims 4-14 are not properly rejected under 35 U.S.C. §103(a) as being unpatentable over Distributor Contract in view of Bonneau.

1. Distributor Contract and Bonneau, taken singly or in combination, do not teach at least the following claim limitations.

a. Claim 4 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites Figures 1-2 and column 3, lines 1-17 of Bonneau as teaching "creating a distributor proxy store for said distributor; creating a distributor proxy store default profile document associated with said distributor proxy store; and said distributor proxy store default profile references a profile document for said distributor in a channel store" as recited in claim 4. Office Action (9/11/2007), page 4; Office Action (3/10/2008), page 8. Appellants respectfully traverse.

Bonneau instead teaches that the method of generating a plurality of custom catalogs from a central database comprising catalog data generally comprises establishing a plurality of rule sets, each of the rule sets expressing constraints that define a subset of the catalog data comprising one of the custom catalogs, each of the rule sets identified by one of a unique set of rule set identifiers, of executing a search of the central database for each of the rule sets in accordance with the constraints expressed by each rule set, each of the searches returning a set of search results specifying a subset of the catalog data, and of associating each set of rules set search results with the identifier of the rule set used to generate them. Column 3, lines 3-15.

Hence, Bonneau teaches a method for generating a plurality of custom catalogs from a central database, which includes establishing rule sets, where each of the rule sets expresses constraints that define a subset of the catalog data.

There is no language in the cited passage that teaches creating a distributor proxy store for the distributor. Neither is there any language in the cited passage that teaches creating a distributor proxy store default profile document associated with the distributor proxy store. Neither is there any language in the cited passage that teaches a distributor proxy store default profile that references a profile document for the distributor in a channel store.

Therefore, the Examiner's cited passage does not teach the above-cited claim limitations as alleged by the Examiner.

In response to Appellants' above arguments, the Examiner states that web server (element 34), extranet web server (element 12), procurement network (element 20) and proprietary website (element 11) of Figure 2 of Bonneau are the functional equivalent of a proxy store and therefore teach the above-cited claim limitations. Office Action (3/10/2008), page 3. Appellants respectfully traverse.

Bonneau teaches that the database server 30 receives queries from application/web server 34 over bus 32 using an appropriate communication and database protocol such as TCP/IP and JDBC/ADO respectively. Column 8, lines 14-17. Bonneau further teaches that both the seller and the buyer(s) authorize users to access the application running on application server 8, which is accomplished through web server 12 coupled to browsers 14 over the Internet 40. Column 7, lines 6-10. Additionally, Bonneau teaches that another context in which exportation of customized catalog and pricing is applicable is when a seller wishes to offer some customized subset of its catalog to the many potential purchasers that belong to a private procurement network 20. Column 7, lines 39-42. Furthermore, Bonneau teaches that one context for which exportation of customized catalogs is appropriate

is when a buyer offers its own catalog of products or services through its own proprietary commercial web site 11. Column 7, lines 18-22.

Appellants' Specification teaches that a distributor proxy store is created for each distributor as part of establishing a distributor relationship within the marketplace. Specification, page 11, lines 1-2. Appellants' Specification further teaches that through the proxy store, the remote distributor functions as a local store in the marketplace. Specification, page 11, lines 2-3. Furthermore, Appellants' Specification teaches that all transactions with the remote distributor store are recorded within the distributor proxy store, including such transactions as price quotes, availability, orders, order status updates and inventory updates. Specification, page 11, lines 3-6.

The pending claims must be given their broadest reasonable interpretation consistent with the specification. *In re Hyatt*, 211 F.3d 1367, 1372, 54 U.S.P.Q.2d 1664, 1667 (Fed. Cir. 2000); M.P.E.P. §2111. The broadest reasonable interpretation of the claims must also be consistent with the interpretation that those skilled in the art would reach. *In re Cortright*, 165 F.3d 1353, 1359, 49 U.S.P.Q.2d 1464, 1468 (Fed. Cir. 1999); M.P.E.P. §2111.

The Examiner must provide a basis in fact and/or technical reasoning to support the assertion that web server (element 34), extranet web server (element 12), procurement network (element 20) and proprietary website (element 11) of Figure 2 of Bonneau teach creating a distributor proxy store for the distributor, consistent with the interpretation that those skilled in the art would reach. *Ex parte Levy*, 17 U.S.P.Q.2d 1461, 1464 (Bd. Pat. App. & Inter. 1990). Furthermore, the Examiner must provide a basis in fact and/or technical reasoning to support the assertion that web server (element 34), extranet web server (element 12), procurement network (element 20) and proprietary website (element 11) of Figure 2 of Bonneau teach creating a distributor proxy store default profile document associated with the distributor proxy store, consistent with the interpretation that those skilled in the art

would reach. *Id.* Additionally, the Examiner must provide a basis in fact and/or technical reasoning to support the assertion that web server (element 34), extranet web server (element 12), procurement network (element 20) and proprietary website (element 11) of Figure 2 of Bonneau teach a distributor proxy store default profile that references a profile document for the distributor in a channel store, consistent with the interpretation that those skilled in the art would reach. *Id.*

Since the Examiner has not provided any such objective evidence, the Examiner has not presented a *prima facie* case of obviousness for rejecting claim 4. M.P.E.P. §2112.

b. Claim 5 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites column 4, lines 36-53; column 5, lines 39-59; column 6, lines 50-67 and column 7, lines 17-37 of Bonneau as teaching "wherein said referential interface is a command reference object interface implemented by said distributor proxy store" as recited in claim 5. Office Action (9/11/2007), page 5; Office Action (3/10/2008), page 9. Appellants respectfully traverse.

Bonneau instead teaches that a buyer's custom version of the seller's catalog consists of a subset of the items in the catalog database, the scope of which has been predefined for each buyer. Column 4, lines 36-38. Bonneau further teaches that the set of rules defining each custom version of the catalog is maintained independently from the catalog database. Column 5, lines 39-41. Furthermore, Bonneau teaches that an extranet buyer initiates catalog queries through the browser, which are received over Internet 40 by the seller's web server application. Column 6, lines 50-52. Additionally, Bonneau teaches a second mode in which customized catalogs can be provided to is through the process of exportation where exportation of customized catalogs is appropriate when a buyer offers its own catalog of products or services through its own proprietary commercial web site 11. Column 7, lines 17-22.

Hence, Bonneau teaches a buyer's custom version of the seller's catalog consists of a subset of the items in the catalog database, the scope of which has been predefined for each buyer. Further, Bonneau teaches that an extranet buyer initiates catalog queries through the browser, which are received over the Internet by the seller's web server application

There is no language in the cited passages that teaches a referential interface that is a command reference object interface implemented by the distributor proxy store. Therefore, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

In response to Appellants' above arguments, the Examiner cites column 4, lines 36-53 of Bonneau, focusing on the aspect of returning a set of SKUs from the catalog database, as teaching the above-cited claim limitation. Office Action (3/10/2008), page 4. Bonneau teaches that some buyers will have common product or service interests and therefore will share the same customized catalog, and thus will be assigned to the same sets of rules by a common identifier. Column 4, lines 44-48. Bonneau further teaches that each set of rules constrains a search of the database based on a product type and a set of attribute values, and when the search is executed returns a set of SKUs from the catalog database. Column 4, lines 48-51. Furthermore, Bonneau teaches that each SKU member identifies a unique item consisting of a unique set of attribute values. Column 4, lines 51-53.

Hence, Bonneau teaches that buyers will share the same customized catalog and hence will be assigned to the same set of rules. Further, Bonneau teaches that each set of rules constrains a search of the database based on the product type and a set of attribute values. Bonneau further teaches that a set of SKUs from the catalog database is returned when the search is executed.

There is no language in the cited passage that teaches a referential interface that is a command reference object interface implemented by the distributor proxy

store. There is no discussion in the cited passage of a command reference object interface implemented by a distributor proxy store.

Thus, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

c. Claim 6 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites column 4, lines 36-53; column 5, lines 39-59; column 6, lines 50-67 and column 7, lines 17-37 of Bonneau as teaching "wherein said referential interface command reference document refers to a series of customizable commands representing a business logic implementation of said distributor" as recited in claim 6. Office Action (9/11/2007), page 5; Office Action (3/10/2008), page 9. Appellants respectfully traverse.

As stated above, Bonneau teaches a buyer's custom version of the seller's catalog consists of a subset of the items in the catalog database, the scope of which has been predefined for each buyer. Further, Bonneau teaches that an extranet buyer initiates catalog queries through the browser, which are received over the Internet by the seller's web server application

There is no language in the cited passages that teaches that a referential interface command reference document refers to a series of customizable commands representing a business logic implementation of the distributor. Therefore, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

In response to Appellants' above arguments, the Examiner cites column 4, lines 36-53 of Bonneau, focusing on the aspect of returning a set of SKUs from the catalog database, as teaching the above-cited claim limitation. Office Action (3/10/2008), page 4.

As stated above, Bonneau teaches that buyers will share the same customized catalog and hence will be assigned to the same set of rules. Further, Bonneau teaches

that each set of rules constrains a search of the database based on the product type and a set of attribute values. Bonneau further teaches that a set of SKUs from the catalog database is returned when the search is executed.

There is no language in the cited passage that teaches that a referential interface command reference document refers to a series of customizable commands representing a business logic implementation of the distributor. There is no discussion in the cited passage of customizable commands. Neither is there a discussion of customizable commands representing a business logic implementation of the distributor.

Thus, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

d. Claim 7 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites column 4, lines 36-53; column 5, lines 39-59; column 6, lines 50-67 and column 7, lines 17-37 of Bonneau as teaching "wherein said referential interface command reference document specifies authentication and timeout settings for said business logic implementation" as recited in claim 7. Office Action (9/11/2007), page 5; Office Action (3/10/2008), page 9. Appellants respectfully traverse.

As stated above, Bonneau teaches a buyer's custom version of the seller's catalog consists of a subset of the items in the catalog database, the scope of which has been predefined for each buyer. Further, Bonneau teaches that an extranet buyer initiates catalog queries through the browser, which are received over the Internet by the seller's web server application

There is no language in the cited passages that teaches that a referential interface command reference document specifies authentication and timeout settings for the business logic implementation. Therefore, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

In response to Appellants' above arguments, the Examiner cites column 6, lines 50-57 of Bonneau, in connection with the aspect of returning a set of SKUs from the catalog database, as teaching the above-cited claim limitation. Office Action (3/10/2008), page 4.

Bonneau teaches that an extranet is simply a business-to-business link between the seller and one or more buyers using the Internet. Column 6, lines 50-52. Bonneau further teaches that web server 12 couples buyer-authorized and seller-authorized users to the application server 8 over the Internet. Column 6, lines 52-54. Furthermore, Bonneau teaches that buyer-authorized users can access and browse the seller's catalog data using a computer. Column 6, lines 54-56.

Hence, Bonneau teaches accessing a seller's catalog data over the Internet.

There is no language in the cited passage that teaches a referential interface command reference document that specifies authentication and timeout settings for the business logic implementation. Further, as discussed above, Bonneau teaches that a set of SKUs from the catalog database is returned when the search is executed. There is no language in the cited passage in connection with returning a set of SKUs from the catalog database that teaches a referential interface command reference document that specifies authentication and timeout settings for the business logic implementation.

Thus, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

- e. Claim 8 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites column 4, lines 36-53; column 5, lines 39-59; column 6, lines 50-67 and column 7, lines 17-37 of Bonneau as teaching "wherein said profile document specifies a messaging profile for said distributor" as recited in claim 8. Office Action (9/11/2007), page 5; Office Action (3/10/2008), page 9. Appellants respectfully traverse.

As stated above, Bonneau teaches a buyer's custom version of the seller's catalog consists of a subset of the items in the catalog database, the scope of which has been predefined for each buyer. Further, Bonneau teaches that an extranet buyer initiates catalog queries through the browser, which are received over the Internet by the seller's web server application

There is no language in the cited passages that teaches that a profile document that specifies a messaging profile for the distributor. Therefore, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

f. Claim 9 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites column 4, lines 36-53; column 5, lines 39-59; column 6, lines 50-67 and column 7, lines 17-37 of Bonneau as teaching "wherein said referential interface has a property of being at least one of customizable and extensible" as recited in claim 9. Office Action (9/11/2007), page 5; Office Action (3/10/2008), page 9. Appellants respectfully traverse.

As stated above, Bonneau teaches a buyer's custom version of the seller's catalog consists of a subset of the items in the catalog database, the scope of which has been predefined for each buyer. Further, Bonneau teaches that an extranet buyer initiates catalog queries through the browser, which are received over the Internet by the seller's web server application

There is no language in the cited passages that teaches that a referential interface has a property of being at least one of customizable and extensible. Therefore, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

In response to Appellants' above arguments, the Examiner cites column 6, lines 60-67 of Bonneau as teaching the above-cited claim limitation. Office Action (3/10/2008), page 4.

Bonneau instead teaches that the seller services the query by way of the application running on the application server 8. Column 6, lines 59-61. Further, Bonneau teaches that the buyer's access is direct and the seller has direct control over the responses produced by the buyers' inquiries. Column 6, lines 61-63. Additionally, Bonneau teaches that the seller can limit the scope of any response to buyer's query simply as a function of the set of SKUs returned for that buyer during the virtual publication process. Column 6, lines 63-66.

Hence, Bonneau teaches that the seller can limit the scope of any response to the buyer's query simply as a function of the set of SKUs returned for that buyer during the virtual publication process.

There is no language in the cited passage that teaches a referential interface that has a property of being at least one of customizable and extensible. Bonneau does not teach an interface that is customizable or extensible. Instead, Bonneau teaches limiting the scope of a response to a buyer's query. Therefore, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

g. Claim 10 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites column 7, lines 46-67 of Bonneau as teaching "wherein said profile document is an XML based document" as recited in claim 10. Office Action (9/11/2007), page 6; Office Action (3/10/2008), page 9. Appellants respectfully traverse.

Bonneau instead teaches that the catalog data comprising the customized subset of the catalog database often must be converted to some format of the buyer's specification prior to exportation. Column 7, lines 48-51. Bonneau further teaches that this could be a fairly standard format such as a version of XML. Column 7, lines 51-52.

Hence, Bonneau teaches that the catalog data comprising the customized subset of the catalog database often may be converted into XML format.

There is no language in the cited passage that teaches a profile document that is an XML based document. Therefore, the Examiner's cited passage does not teach the above-cited claim limitation as alleged by the Examiner.

h. Claim 11 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites column 12, lines 19-44 and Figures 6A-6H of Bonneau as teaching "wherein manipulation of said referential interface causes an action to be performed for said distributor, said action selected from a group of add distributor, delete distributor and reconfigure distributor" as recited in claim 11. Office Action (9/11/2007), page 6; Office Action (3/10/2008), page 10. Appellants respectfully traverse.

Bonneau instead teaches that Figures 6A-6H illustrate screen shots produced by the application on a seller-authorized user's web browser by which a rule set is developed for a fictitious extranet buyer or list of buyers called Sellco. Column 12, lines 19-22.

There is no language in the cited passage that teaches that the manipulation of the referential interface causes an action to be performed for the distributor. Neither is there any language in the cited passage that teaches that the manipulation of the referential interface causes an action to be performed for the distributor, the action selected from a group of add distributor, delete distributor and reconfigure distributor.

Therefore, the Examiner's cited passage and Figures do not teach the above-cited claim limitation as alleged by the Examiner.

In response to Appellants' above arguments, the Examiner asserts that since Bonneau teaches a heading with the phrase "managing organizations" in the left side

menu in Figure 6B that Bonneau necessarily teaches the above-cited claim limitation. Office Action (3/10/2008), page 5. Appellants respectfully traverse.

The Examiner has not pointed to any language in Bonneau to support such an assertion. Appellants have reviewed the Bonneau reference in its entirety and could not locate any language that discusses the left side menu which includes the phrase "manage operations." Appellants respectfully assert that the Examiner must provide a basis in fact and/or technical reasoning to support the assertion that the teaching of including the phrase "manage operations" in the left side menu necessarily concludes the teaching that the manipulation of a referential interface causes an action to be performed for the distributor, the action selected from a group of add distributor, delete distributor and reconfigure distributor. *Ex parte Levy*, 17 U.S.P.Q.2d 1461, 1464 (Bd. Pat. App. & Inter. 1990). That is, the Examiner must provide extrinsic evidence that must make clear that the teaching of including the phrase "manage operations" in the left side menu necessarily concludes the teaching that the manipulation of a referential interface causes an action to be performed for the distributor, the action selected from a group of add distributor, delete distributor and reconfigure distributor, and that it would be so recognized by persons of ordinary skill. *In re Robertson*, 169 F.3d 743, 745 (Fed. Cir. 1999). Since the Examiner has not provided any such objective evidence, the Examiner has not presented a *prima facie* case of obviousness for rejecting claim 11. M.P.E.P. §2112.

i. Claim 14 is patentable over Distributor Contract in view of Bonneau.

The Examiner cites column 12, lines 19-44 and Figures 6A-6H of Bonneau as teaching "wherein each said distributor has its own profile document" as recited in claim 14. Office Action (9/11/2007), page 8; Office Action (3/10/2008), page 11. Appellants respectfully traverse.

Bonneau instead teaches that Figures 6A-6H illustrate screen shots produced by the application on a seller-authorized user's web browser by which a rule set is

developed for a fictitious extranet buyer or list of buyers called Sellco. Column 12, lines 19-22.

There is no language in the cited passage that teaches that each distributor has its own profile document. Therefore, the Examiner's cited passage and Figures do not teach the above-cited claim limitation as alleged by the Examiner.

In response to Appellants' above arguments, the Examiner cites column 12, lines 19-64 of Bonneau as allegedly disclosing a rule set which is customized for each distributor. Office Action (3/10/2008), page 5. Appellants respectfully assert that Bonneau teaches that a buyer can develop a rule set (see Bonneau, column 12, lines 19-64); however, developing a rule set is not the same as a profile document. As discussed above, a profile document, as discussed in Appellants' Specification, may refer to a customized document (element 220 of Figure 2) that is created by a marketplace administrator and then deployed onto the e-commerce platform. Specification, page 10, lines 15-17. The content of a profile document may contain correspondence information for a particular distributor as well as high level information such as a distributor organization name, a locale and a currency. Specification, page 10, lines 23-26.

Therefore, the Examiner's cited passage and Figures do not teach the above-cited claim limitation as alleged by the Examiner.

2. Examiner's reasoning for modifying Distributor Contract with Bonneau to include the missing claim limitations of claim 4 is insufficient to establish a *prima facie* case of obviousness.

As stated above, most if not all inventions arise from a combination of old elements. *See In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Obviousness is determined from the vantage point of a hypothetical person having ordinary skill in the art to which the patent pertains. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Therefore, an Examiner may often find every element of a claimed invention in the prior art. *Id.* However, identification in the prior art of each

individual part claimed is insufficient to defeat patentability of the whole claimed invention. *See Id.* In order to establish a *prima facie* case of obviousness, the Examiner must show reasons that the skilled artisan, confronted with the same problems as the inventor and with no knowledge of the claimed invention, would select the elements from the cited prior art references for combination in the manner claimed. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1458 (Fed. Cir. 1998). The Examiner must provide articulated reasoning with some rational underpinning to support the legal conclusion of obviousness. *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006) (cited approvingly in *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007)).

In order to sustain the rejection of claim 4 for obviousness, the Examiner has to provide some rational connection between the cited passages that is the source of the Examiner's reasoning and the missing claim limitations. The Examiner admits that Distributor Contract does not teach the limitations of claim 4. Office Action (9/11/2007), page 4; Office Action (3/10/2008), page 8. The Examiner asserts that Bonneau teaches the above-cited claim limitations. *Id.* The Examiner's reasoning for modifying Distributor Contract with Bonneau to include the above-cited claim limitations is to "create[s] a complete business solution for a virtual marketplace with distributor proxy stores which can be unique in their look-and-feel and easy to maintain (Bonneau, Column 1, 42-57 and Column 2, lines 1-40)." Office Action (9/11/2007), pages 4-5; Office Action (3/10/2008), page 8.

Appellants respectfully contend that the Examiner's reasoning (column 1, lines 42-57 and column 2, line 1-40 of Bonneau) does not provide reasons that the skilled artisan, confronted with the same problems as the inventor and with no knowledge of the claimed invention, would modify Distributor Contract to include the above-indicated missing claim limitations of claim 4. Bonneau teaches that with the advent of Internet based commerce, organizations on both the buy and sell side of business-to-business (B2B) procurement relationships have sought to harness computer networks as a means for automating the procurement process between them. Column

1, lines 42-47. Bonneau further teaches that although each version of an electronic catalog is maintained by computer, the fact that an update must be performed for each existing version of the catalog can be time-consuming, labor intensive and prone to error. Column 2, lines 20-23. Hence, Bonneau teaches using computer networks for automating the procurement process as well as the fact that updating each existing version of an electronic catalog can be time-consuming, labor intensive and prone to error.

There is no language in Bonneau (and in particular the cited passages) to suggest: (1) creating a distributor proxy store for the distributor; (2) creating a distributor proxy store default profile document associated with the distributor proxy store; and (3) the distributor proxy store default profile references a profile document for the distributor in a channel store (missing claim limitations) in order to create a complete business solution for a virtual marketplace (Examiner's reasoning). In fact, there is no language in the cited passages that suggests creating a complete business solution for a virtual marketplace with distributor proxy stores which can be unique in their look-and-feel and easy to maintain (Examiner's reasoning) as asserted by the Examiner. The Examiner has to provide some rational connection between the cited passages that is the source of the Examiner's reasoning and the missing claim limitations. The Examiner's source of reasoning (column 1, lines 42-57 and column 2, lines 1-40) does not provide reasons as to why one skilled in the art would modify Distributor Contract to include the missing claim limitations of claim 4. Accordingly, the Examiner has not presented a *prima facie* case of obviousness for rejecting claim 4. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007).

3. Examiner's reasoning for modifying Distributor Contract with Bonneau to include the missing claim limitations of claims 5-9 is insufficient to establish a *prima facie* case of obviousness.

As stated above, most if not all inventions arise from a combination of old elements. See *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Obviousness is determined from the vantage point of a hypothetical person having ordinary skill in

the art to which the patent pertains. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Therefore, an Examiner may often find every element of a claimed invention in the prior art. *Id.* However, identification in the prior art of each individual part claimed is insufficient to defeat patentability of the whole claimed invention. *See Id.* In order to establish a *prima facie* case of obviousness, the Examiner must show reasons that the skilled artisan, confronted with the same problems as the inventor and with no knowledge of the claimed invention, would select the elements from the cited prior art references for combination in the manner claimed. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1458 (Fed. Cir. 1998). The Examiner must provide articulated reasoning with some rational underpinning to support the legal conclusion of obviousness. *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006) (cited approvingly in *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007)).

In order to sustain the rejections of claims 5-9 for obviousness, the Examiner has to provide some rational connection between the cited passages that is the source of the Examiner's reasoning and the missing claim limitations. The Examiner admits that Distributor Contract does not teach the claim limitations of claims 5-9. Office Action (9/11/2007), page 5; Office Action (3/10/2008), page 9. The Examiner asserts that Bonneau teaches these missing claim limitations. *Id.* The Examiner's reasoning for modifying Distributor Contract with Bonneau to include these missing claim limitations is to "create[s] a complete business solution for a virtual marketplace with distributor proxy stores which can be unique in their look-and-feel and easy to maintain (Bonneau, Column 1, 42-57 and Column 2, lines 1-40)." *Id.*

Appellants respectfully contend that the Examiner's reasoning (column 1, lines 42-57 and column 2, line 1-40 of Bonneau) does not provide reasons that the skilled artisan, confronted with the same problems as the inventor and with no knowledge of the claimed invention, would modify Distributor Contract to include the missing claim limitations of claims 5-9. Bonneau teaches that with the advent of Internet based commerce, organizations on both the buy and sell side of business-to-business

(B2B) procurement relationships have sought to harness computer networks as a means for automating the procurement process between them. Column 1, lines 42-47. Bonneau further teaches that although each version of an electronic catalog is maintained by computer, the fact that an update must be performed for each existing version of the catalog can be time-consuming, labor intensive and prone to error. Column 2, lines 20-23. Hence, Bonneau teaches using computer networks for automating the procurement process as well as the fact that updating each existing version of an electronic catalog can be time-consuming, labor intensive and prone to error.

There is no language in Bonneau (and in particular the cited passages) to suggest: (1) having a referential interface that is a command reference object interface implemented by the distributor proxy store; (2) having a referential interface command reference document that refers to a series of customizable commands representing a business logic implementation of the distributor; (3) having a referential interface command reference document that specifies authentication and timeout settings for the business logic implementation; (4) having a profile document that specifies a messaging profile for the distributor; and (5) having a referential interface that has a property of being at least one of customizable and extensible (missing claim limitations) in order to create a complete business solution for a virtual marketplace (Examiner's reasoning). In fact, there is no language in the cited passages that suggests creating a complete business solution for a virtual marketplace with distributor proxy stores which can be unique in their look-and-feel and easy to maintain (Examiner's reasoning) as asserted by the Examiner. The Examiner has to provide some rational connection between the cited passages that is the source of the Examiner's reasoning and the missing claim limitations. The Examiner's source of reasoning (column 1, lines 42-57 and column 2, lines 1-40) does not provide reasons as to why one skilled in the art would modify Distributor Contract to include the missing claim limitations of claims 5-9. Accordingly, the Examiner has not presented

a *prima facie* case of obviousness for rejecting claims 5-9. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007).

4. Examiner's reasoning for modifying Distributor Contract with Bonneau to include the missing claim limitations of claims 10 is insufficient to establish a *prima facie* case of obviousness.

As stated above, most if not all inventions arise from a combination of old elements. *See In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Obviousness is determined from the vantage point of a hypothetical person having ordinary skill in the art to which the patent pertains. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Therefore, an Examiner may often find every element of a claimed invention in the prior art. *Id.* However, identification in the prior art of each individual part claimed is insufficient to defeat patentability of the whole claimed invention. *See Id.* In order to establish a *prima facie* case of obviousness, the Examiner must show reasons that the skilled artisan, confronted with the same problems as the inventor and with no knowledge of the claimed invention, would select the elements from the cited prior art references for combination in the manner claimed. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1458 (Fed. Cir. 1998). The Examiner must provide articulated reasoning with some rational underpinning to support the legal conclusion of obviousness. *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006) (cited approvingly in *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007)).

In order to sustain the rejections of claim 10 for obviousness, the Examiner has to provide some rational connection between the cited passages that is the source of the Examiner's reasoning and the missing claim limitations. The Examiner admits that Distributor Contract does not teach "wherein said profile document is an XML based document" as recited in claim 10. Office Action (9/11/2007), page 6; Office Action (3/10/2008), page 9. The Examiner asserts that Bonneau teaches the above-cited claim limitations. *Id.* The Examiner's reasoning for modifying Distributor Contract with Bonneau to include the above-cited claim limitations is "as a means of

automating the business-to-business (B2B) procurement processes and relationships between two business entities (Bonneau, Column 1, 42-52)." Office Action (9/11/2007), page 6; Office Action (3/10/2008), pages 9-10.

Appellants respectfully contend that the Examiner's reasoning (column 1, lines 42-52 of Bonneau) does not provide reasons that the skilled artisan, confronted with the same problems as the inventor and with no knowledge of the claimed invention, would modify Distributor Contract to include the above-indicated missing claim limitations of claim 10. Bonneau teaches that with the advent of Internet based commerce, organizations on both the buy and sell side of business-to-business (B2B) procurement relationships have sought to harness computer networks as a means for automating the procurement process between them. Column 1, lines 42-47. Hence, Bonneau teaches using computer networks for automating the procurement process.

There is no language in Bonneau (and in particular the cited passage) to suggest having a profile document that is an XML based document (missing claim limitation) in order to automate the business-to-business (B2B) procurement process and relationship between two business entities (Examiner's reasoning). The Examiner has to provide some rational connection between the cited passages that is the source of the Examiner's reasoning and the missing claim limitation. The Examiner's source of reasoning (column 1, lines 42-52) does not provide reasons as to why one skilled in the art would modify Distributor Contract to include the missing claim limitations of claim 10. Accordingly, the Examiner has not presented a *prima facie* case of obviousness for rejecting claim 10. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007).

5. Examiner's rationales for modifying Distributor Contract with Bonneau to include the missing claim limitations of claims 11, 12, 13 and 14 is insufficient to establish a *prima facie* case of obviousness.

As stated above, most if not all inventions arise from a combination of old elements. *See In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Obviousness

is determined from the vantage point of a hypothetical person having ordinary skill in the art to which the patent pertains. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1457 (Fed. Cir. 1998). Therefore, an Examiner may often find every element of a claimed invention in the prior art. *Id.* However, identification in the prior art of each individual part claimed is insufficient to defeat patentability of the whole claimed invention. *See Id.* In order to establish a *prima facie* case of obviousness, the Examiner must show reasons that the skilled artisan, confronted with the same problems as the inventor and with no knowledge of the claimed invention, would select the elements from the cited prior art references for combination in the manner claimed. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1458 (Fed. Cir. 1998). The Examiner must provide articulated reasoning with some rational underpinning to support the legal conclusion of obviousness. *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006) (cited approvingly in *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007)).

In order to sustain the rejections of claims 11-14 for obviousness, the Examiner has to provide some rational connection between the cited passages that is the source of the Examiner's reasoning and these missing claim limitations. The Examiner admits that Distributor Contract does not teach the limitations of claims 11-14. Office Action (9/11/2007), pages 6-8; Office Action (3/10/2008), pages 10-11. The Examiner asserts that Bonneau teaches these missing claim limitations. *Id.* The Examiner's reasoning for modifying Distributor Contract with Bonneau to include the missing claim limitations of claims 11-12 is to "provide[s] the basis for a solid business solution for business-to-business procurement." Office Action (9/11/2007), pages 6-7; Office Action (3/10/2008), pages 10-11. Further, the Examiner's reasoning for modifying Distributor Contract with Bonneau to include the missing claim limitation of claim 13 is to "identify the distribution arrangement results in a contractually sound business-to-business procurement solution." Office Action (9/11/2007), page 7; Office Action (3/10/2008), page 11. Additionally, the Examiner's reasoning for modifying Distributor Contract with Bonneau to include the missing

claim limitation of claim 14 is to "provide the distributor implementation details not contained in Distributor Contract." Office Action (9/11/2007), page 8; Office Action (3/10/2008), page 11.

The Examiner has not provided any rational underpinning as to how the Examiner derived these motivations for modifying Distributor Contract to include these missing claim limitations. While the Examiner may consider many factors in finding a reason to combine, the Examiner still must explain how the Examiner derived the reasoning for modifying Distributor Contract to include these missing claim limitations. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007). The Examiner appears to be relying upon his own subjective opinion which is insufficient to support a *prima facie* case of obviousness. *In re Lee*, 61 U.S.P.Q.2d 1430, 1434 (Fed. Cir. 2002). Consequently, the Examiner's rationales for modifying Distributor Contract to include these missing claim limitations of claims 11-14 are insufficient to support a *prima facie* case of obviousness for rejecting claims 11-14. *Id.*

Furthermore, the Examiner has not provided any rational connection between the Examiner's rationales and these missing claim limitations. The Examiner's rationales do not provide reasons as to why one skilled in the art would modify Distributor Contract to include the missing claim limitations of claims 11-14. Accordingly, the Examiner has not presented a *prima facie* case of obviousness for rejecting claims 11-14. *KSR International Co. v. Teleflex Inc.*, 82 U.S.P.Q.2d 1385, 1396 (U.S. 2007).

VIII. CONCLUSION

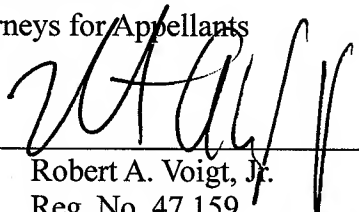
For the reasons noted above, the rejections of claims 1-14 are in error. Appellants respectfully request reversal of the rejections and allowance of claims 1-14.

Respectfully submitted,

WINSTEAD P.C.

Attorneys for Appellants

By: _____


Robert A. Voigt, Jr.
Reg. No. 47,159

P.O. Box 50784
Dallas, Texas 75201
(512) 370-2832

CLAIMS APPENDIX

1. A method for providing a referential interface to enable commercial interaction between entities in a computerized marketplace, said method comprising the steps of:

creating a profile document between a first entity and a second entity containing correspondence information for said second entity;

creating a stipulations document associated with said profile document, containing business processes to be followed in said interaction;

creating a command reference document associated with said stipulations document, referencing commands representing business logic of said second entity in support of said processes; and

integrating said second entity into said marketplace by deploying said profile document in said computerized marketplace to enable said commercial interaction between said first entity and said second entity.

2. The method of claim 1, wherein said step of integrating further comprises the step of using said information from said profile document, said processes from said stipulations document and said commands referenced by said command reference document.

3. The method of claim 2, wherein said first entity is a manufacturer and said second entity is a distributor.

4. The method of claim 3, wherein said step of integrating further comprises the steps of:

creating a distributor proxy store for said distributor;

creating a distributor proxy store default profile document associated with said distributor proxy store; and

said distributor proxy store default profile references a profile document for said distributor in a channel store.

5. The method of claim 4, wherein said referential interface is a command reference object interface implemented by said distributor proxy store.
6. The method of claim 5, wherein said referential interface command reference document refers to a series of customizable commands representing a business logic implementation of said distributor.
7. The method of claim 6, wherein said referential interface command reference document specifies authentication and timeout settings for said business logic implementation.
8. The method of claim 7, wherein said profile document specifies a messaging profile for said distributor.
9. The method of claim 8, wherein said referential interface has a property of being at least one of customizable and extensible.
10. The method of claim 9, wherein said profile document is an XML based document.
11. The method of claim 10, wherein manipulation of said referential interface causes an action to be performed for said distributor, said action selected from a group of add distributor, delete distributor and reconfigure distributor.
12. The method of claim 1, wherein said computer system comprises a node within a plurality of nodes interconnected by a network allowing said first entity and said second entity to be located on differing nodes while interacting over said network.
13. The method of claim 3, wherein said distributor is one of a plurality of distributors.
14. The method of claim 13, wherein each said distributor has its own profile

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document.

EVIDENCE APPENDIX

No evidence was submitted pursuant to §§1.130, 1.131, or 1.132 of 37 C.F.R. or of any other evidence entered by the Examiner and relied upon by Appellants in the Appeal.

RELATED PROCEEDINGS APPENDIX

There are no related proceedings to the current proceeding.